

1 THE HONORABLE JAMES L. ROBART  
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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON

9 ADAMA JAMMEH, OUMIE SALLAH, and  
10 CYNTHIA QUINTERO,

11 Plaintiffs,  
12 v.  
13 HNN ASSOCIATES, LLC, GATEWAY, LLC,  
14 COLUMBIA DEBT RECOVERY, LLC, d/b/a  
GENESIS CREDIT MANAGEMENT, LLC, and  
WILLIAM WOJDAK,  
15 Defendants.

16 Case No. 2:19-cv-00620-JLR  
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**PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**NOTED FOR HEARING:  
JUNE 9, 2021 at 9:00 a.m.**

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT  
Case No. 2:19-cv-00620-JLR

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#### PLAINTIFFS' MOTION FOR FINAL APPROVAL OF

CLASS ACTION SETTLEMENT - iii

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## I. INTRODUCTION

Plaintiffs Adama Jammeh, Oumie Sallah, and Cynthia Quintero move for final approval of their settlement with Defendants HNN Associates, LLC, Gateway, LLC, Columbia Debt Recovery, LLC, and William Wojdak. The settlement requires Defendants to pay \$1,600,000 to establish a non-reversionary Settlement Fund.<sup>1</sup> The fund will be used to make payments to Class Members and to pay Court-approved administration costs, attorneys' fees and costs, and combined service awards and statutory damages payments to the Class Representatives. Class Members for whom the administrator has a deliverable address will receive a share of the Settlement Fund that corresponds to the amount of their security deposits HNN retained and interest CDR collected, as well as FDCPA statutory damages. Not only will Class Members recover more than 90% of the security deposits retained and interest paid, they will receive relief from future collection efforts as well as corrections to their credit reports and partial satisfactions of judgments entered against them.

The settlement is an excellent result for Class Members, and consideration of the applicable factors confirms that it is fair, adequate, and reasonable. Plaintiffs request that the Court grant final approval of the settlement.

## **II. PROCEDURAL HISTORY**

#### **A. The litigation and settlement.**

Plaintiffs filed this lawsuit in King County Superior Court on March 7, 2019, and filed an amended complaint on April 25, 2019. Dkt. No. 1. After Defendants removed the action to this Court, Plaintiffs sought and were granted leave to amend to add class action allegations. Dkt. Nos. 12, 19. Plaintiffs allege that CDR's practices of (1) collecting and threatening to collect unlawful move-out fees; (2) adding unlawful or exaggerated interest charges; and (3) threatening Plaintiffs with impairment of their credit ratings violated the Collection Agency Act.

<sup>1</sup> Unless otherwise noted, all capitalized terms have the definitions set forth in the Settlement Agreement and Release attached as Exhibit 1 to the Chandler Declaration.

1 and were therefore *per se* violations of the Consumer Protection Act. *Id.* ¶¶ 6.1–6.16. Plaintiffs  
 2 also alleged that CDR’s collection practices with respect to HNN’s former tenants violated the  
 3 FDCPA. *Id.* ¶¶ 6.17–6.35. Plaintiffs allege HNN violated the Residential Landlord-Tenant Act by  
 4 collecting security deposits without providing complete move-in checklists and failing to  
 5 provide statements within 21 days following move-out containing HNN’s “full and specific”  
 6 basis for retaining tenants’ security deposits. *Id.* ¶¶ 6.51–6.56. Plaintiffs also allege that HNN  
 7 forfeited tenant security deposits in violation of the CPA. *Id.* ¶¶ 6.36–6.50.

8       For a year and a half after filing the parties engaged in substantial discovery, including  
 9 several disputes that required Court resolution. Chandler Decl. ¶ 2; Dkt. Nos. 40, 43, 88. The  
 10 parties exchanged multiple rounds of written discovery requests. Chandler Decl. ¶ 2. Plaintiffs  
 11 obtained and analyzed payment data and documents regarding CDR’s collection policies and  
 12 procedures, HNN’s move-in/move-out policies and procedures and emails between HNN and  
 13 CDR related to those practices. Dkt. Nos. 85–89; Chandler Decl. ¶ 3. Plaintiffs deposed  
 14 representatives of HNN and CDR. Chandler Decl. ¶ 4. Plaintiffs also sought information via  
 15 public records requests and subpoenas duces tecum to third parties. *Id.*

16       Plaintiffs moved for class certification in April 2020. Dkt. Nos. 54–58; *see also* Dkt. Nos.  
 17 66–67, 70–72, 77–82. The Court granted the motion, certifying HNN Classes and a CDR Class but  
 18 reserving consideration of an FDCPA subclass pending supplemental briefing on the merits and  
 19 a subclass. Dkt. No. 105. CDR also filed a motion for summary judgment that the Court denied  
 20 in large part. Dkt. No. 83.

21       The parties engaged in a full day of mediation on October 19, 2020, with the assistance  
 22 of experienced mediator Louis Peterson of Hillis Clark Martin & Peterson P.S. Chandler Decl.  
 23 ¶ 5. The parties did not reach a settlement during mediation, but continued arm’s length  
 24 negotiations with Mr. Peterson’s assistance. *Id.* The parties agreed to the key terms of the  
 25 settlement on November 12, 2020, and fully executed the Settlement Agreement on December  
 26 16, 2020. *Id.* ¶ 5, Ex. 1 (Settlement Agreement).

1       The proposed settlement requires Defendants to pay \$1,600,000 into a Settlement Fund  
 2 that will be used to pay Settlement Awards to all Settlement Class Members, combined service  
 3 award and statutory damages payments to Class Representatives, attorneys' fees and expenses,  
 4 and settlement administration costs estimated at \$27,067. Settlement Agreement § III.1.  
 5 Settlement Class Members for whom the Class Administrator has a deliverable mailing address  
 6 will receive a single cash award, after court-approved expenses for Class Administration,  
 7 Plaintiffs' service and statutory damages awards and attorneys' fees and costs are deducted  
 8 from the Settlement Fund. The amount of each Settlement Class Member's payment will be  
 9 their pro rata share of the cash portion of the Settlement Fund based on their alleged damages.  
 10 Plaintiffs propose to allocate \$30,000 to payment of statutory damages under the FDCPA based  
 11 on the most recent information they have regarding CDR's net worth.

12           Defendants have also agreed to provide significant non-monetary relief. The Settlement  
 13 Agreement requires CDR to cease collecting amounts in excess of the principal balances, correct  
 14 credit reporting, and enter partial satisfactions of judgments obtained against class members.  
 15 Settlement Agreement § III.6.

16 **B. Preliminary approval and notice.**

17           Plaintiffs moved for preliminary approval of the settlement on January 14, 2021. Dkt.  
 18 Nos. 116-119. The Court granted the motion on February 4, 2021. Dkt. No. 121. Among other  
 19 things, the Court appointed P&N to serve as Class Administrator and approved the proposed  
 20 Notice Plan, including the proposed Postcard Notice and Website Notice. *Id.* ¶¶ 5-7. P&N  
 21 implemented the Notice Plan outlined in the Settlement Agreement and approved by the  
 22 Court. *See generally* Aldridge Decl. A total of 2,605 Class Members, or 75.4% of the Class,  
 23 received direct notice. *Id.* ¶ 12. Class Members had sixty days from the March 8, 2021  
 24 Settlement Notice Date, or until May 7, 2021, to opt out of the Class or to submit objections.  
 25 Dkt. No. 120 ¶ 8; Settlement Agreement § II.11–12, VIII.1, IX.1.

26           No Class Member objected to the settlement. Only three Class Members submitted  
 27 exclusion requests. Aldridge Decl. ¶ 14; Ex. 4. All exclusion requests were timely. *Id.* One of the

1 opt outs was made by Turnham Law, PLLC on behalf of their client, Class Member Kianna Hall,  
 2 who has sued HNN for similar claims. *Id.* Ex. 4. HNN disputes the validity of this exclusion  
 3 request, presumably because it was not signed by the Class Member and does not include her  
 4 address as required by Section VIII.3. of the Settlement Agreement. Plaintiffs believe the opt  
 5 out should be accepted because it otherwise complies with the requirements for exclusion and  
 6 is not the result of a “mass opt-out” campaign.

7 **C. Payments to Class Members.**

8 Plaintiffs have moved for an award of attorneys’ fees and expenses in the amount of  
 9 \$600,000 and service award and statutory damages payments to the Class Representatives  
 10 totaling \$12,000 (\$5,000 each for Jammeh and Sallah and \$2,000 for Quintero). Dkt. Nos. 121-  
 11 124. If the administration costs, attorneys’ fees, and service award amounts requested are  
 12 approved, the net fund to pay settlement awards will be \$960,333. After the \$30,000 that  
 13 Plaintiffs request be allocated to FDCPA statutory damages and paid in pro rata shares to the  
 14 CDR FDCPA Subclass members is deducted, there is a fund of \$930,933 to pay awards based on  
 15 the amounts of security deposits HNN retained and interest CDR collected.

16 P&N has completed a preliminary calculation to determine each Settlement Class  
 17 Member’s payment. As of May 25, the average payment is anticipated to be \$417.25, with  
 18 payments ranging from \$0.14 to \$2,603.24. Aldridge Decl. ¶ 13. Members of the HNN Class and  
 19 CDR Class are expected to receive 92.2% of any amount of the security deposits that were not  
 20 refunded or interest paid to CDR. *Id.* FDCPA Subclass Members are expected to receive an  
 21 additional \$48.23. *Id.*

22 **III. ARGUMENT AND AUTHORITY**

23 **A. The FDCPA Subclass should be certified for settlement purposes.**

24 In their motion for preliminary approval, Plaintiffs demonstrated that the FDCPA  
 25 subclass satisfies the requirements of Rule 23(a) and (b)(3). The Court considered Plaintiffs’  
 26 argument and evidence and concluded that, for settlement purposes only, the FDCPA Subclass  
 27

1 satisfies the Rule 23 requirements for the reasons set forth in its order certifying the CDR Class.  
 2 Plaintiffs request that the Court confirm its findings and certify the FDCPA Subclass for  
 3 settlement purposes.

4 **B. The settlement should be approved as fair, reasonable, and adequate.**

5 Settlements are favored, particularly in the class action context. *In re Syncor ERISA Litig.*,  
 6 516 F.3d 1095, 1101 (9th Cir. 2008) (“[T]here is a strong judicial policy that favors settlements,  
 7 particularly where complex class action litigation is concerned.”). Courts recognize that a  
 8 settlement approval hearing should not “reach any ultimate conclusions on the contested  
 9 issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of  
 10 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual  
 11 settlements.” *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009).

12 Proposed class action settlements are not effective unless approved by the Court. Fed.  
 13 R. Civ. P. 23(e). When evaluating a class settlement, courts consider (1) the strength of the  
 14 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the  
 15 risk of maintaining class action status throughout the trial; (4) the amount offered in  
 16 settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the  
 17 experience and views of counsel; (7) the presence of a governmental participant; and (8) the  
 18 reaction of the class members of the proposed settlement. *In re Bluetooth Headset Prod. Liab.*  
 19 *Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d  
 20 566, 575 (9th Cir. 2004)).

21 In addition to the *Churchill* factors, Rule 23 requires courts consider whether: (A) the  
 22 class representatives and class counsel have adequately represented the class; (B) the proposal  
 23 was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into  
 24 account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed  
 25 method of distributing relief to the class, including the method of processing class-member  
 26 claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment;  
 27

1 and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal  
 2 treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

3       Despite this “lengthy but non-exhaustive list of factors that a district court may consider  
 4 when weighing a proposed settlement,” “there are few, if any hard-and-fast rules about what  
 5 makes a settlement ‘fair’ or ‘reasonable.’” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs.,*  
 6 & Prod. Liab. Litig.

, 895 F.3d 597, 610 (9th Cir. 2018). “The district court’s task in reviewing  
 7 a settlement is to make sure it is ‘not the product of fraud or overreaching by, or collusion  
 8 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable  
 9 and adequate to all concerned.’” *Id.* at 617 (quoting *Officers for Justice v. Civil Service Comm’n*  
 10 *of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982)). “Deciding whether  
 11 a settlement is fair is ultimately ‘an amalgam of delicate balancing, gross approximations and  
 12 rough justice,’ best left to the district judge, who has or can develop a firsthand grasp of the  
 13 claims, the class, the evidence, and the course of the proceedings—the whole gestalt of the  
 14 case. Accordingly, ‘the decision to approve or reject a settlement is committed to the sound  
 15 discretion of the trial judge.’” *Id.* at 611 (citations omitted). Consideration of the relevant  
 16 factors and “the whole gestalt of the case” confirms that the settlement is fair, reasonable, and  
 17 adequate.

18       1.       The relief provided by the settlement favors approval, taking into account the  
 19 strength of Plaintiffs’ case and the risk, cost, and delay of trial and appeal.

20       The \$1,600,000 settlement is an outstanding result for Class Members, who were  
 21 unlikely to recover any of the fees and deposits they paid to Defendants without this litigation  
 22 and who, in many cases, faced ongoing collection efforts and damaged credit.

23       If the Court approves the requested attorneys’ fees, costs, and service awards, the  
 24 remaining fund of \$930,933 to pay awards is roughly equal to 92% of the total amounts of  
 25 security deposits retained and interest collected from Class Members. Aldridge Decl. ¶ 13. The  
 26 average payment is anticipated to be \$417.25, with payments ranging from \$0.14 to \$2,603.24.  
 27 *Id.* The FDCPA Subclass Members will each receive an additional payment of approximately \$48,

1 representing their pro rata share of the statutory damages. *Id.* Class Members will also benefit  
 2 from the significant non-monetary relief that Defendants have agreed to provide. CDR will  
 3 cease collecting amounts in excess of the principal balances, correct credit reporting, and enter  
 4 partial satisfactions of judgments obtained against Class Members. Settlement Agreement  
 5 § III.6.

6 Class Members' recoveries exceed similar settlements approved by other courts. See  
 7 *Knapp v. Art.com, Inc.*, 283 F. Supp. 3d 823, 833 (N.D. Cal. 2017) (approving settlement of  
 8 consumer class action that provided 42% of the average total potential recovery and injunctive  
 9 relief); *Cavnar v. BounceBack, Inc.*, No. 2:45-CV-235-RMP, ECF No. 154 (E.D. Wash. Sept. 15,  
 10 2015) (approving settlement providing 15.6% of alleged unlawful collection fees paid by class  
 11 members alleging FDCPA and Consumer Protection Act violations); *Estate of Brown v. Consumer*  
 12 *Law Assocs.*, No. 11-cv-0194-TOR, 2013 WL 2285368, at \*3 (E.D. Wash. May 23, 2013)  
 13 (approving settlement of class claims under Consumer Protection Act paying class members and  
 14 estimated 30% of funds collected for challenged debt adjusting practices); *In re Mego Fin. Corp.*  
 15 *Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming the district court's approval of a  
 16 settlement estimated to be worth between 1/6 and 1/2 of class members' estimated loss).

17 The recovery Plaintiffs obtained for Class Members is especially remarkable given the  
 18 risks inherent in any litigation and in this litigation in particular. Plaintiffs' claims are novel and  
 19 untested and depend on information from more than 40,000 pages of move-out files  
 20 Defendants produced. Defendants challenged Plaintiffs' claims at every step, asserting fifteen  
 21 affirmative defenses. Dkt. No. 31 ¶¶ 8.1–8.15. Briefing of Mr. Wodjak's motion for summary  
 22 judgment was not complete and Plaintiffs anticipated that HNN and Gateway would file  
 23 dispositive motions if litigation continued. If Plaintiffs' claims survived summary judgment, they  
 24 faced the cost and risk of trial and, if successful, appeals. The settlement provides prompt and  
 25 certain relief for Class Members. See *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir.  
 26 2009); *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) ("The  
 27 Court shall consider the vagaries of litigation and compare the significance of immediate

1 recovery by way of the compromise to the mere possibility of relief in the future, after  
 2 protracted and expensive litigation." (citation omitted)).

3       2.     The extent of discovery, stage of proceedings, and recommendation of  
 4           experienced counsel favor approval.

5       The parties negotiated the settlement after a significant amount of discovery and  
 6 motion practice, arming them with strong insight into the strengths and weaknesses of their  
 7 respective positions. *See Rinky Dink, Inc. v. World Business Lenders*, Case No. C14-0268-JCC,  
 8 2016 WL 3087073, at \*3 (W.D. Wash. May 31, 2016) ("A key inquiry is whether the parties had  
 9 enough information to make an informed decision about the strength of their cases and the  
 10 wisdom of settlement."). Class Counsel, who are experienced in litigating and resolving class  
 11 action cases, strongly support the settlement. Chandler Decl. ¶ 7; *see also Hanlon v. Chrysler*  
 12 *Corp.*, 510 F.3d 1011, 1026 (9th Cir. 1998) ("the extent of discovery completed and the stage of  
 13 the proceedings" as well as "the experience and views of counsel" are relevant to approval of  
 14 settlement); *see also Slezak v. City of Palo Alto*, No. 16-cv-3224-LHK, 2017 WL 2688224, at \*4  
 15 (N.D. Cal. June 22, 2017) ("So long as the parties have 'sufficient information to make an  
 16 informed decision about settlement,' this factor will weigh in favor of approval." (quoting  
 17 *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998))).

18       3.     Class Members' response favors approval.

19       More than 75% of Class Members received direct notice of the settlement. Aldridge  
 20 Decl. ¶ 12. No Class Member objected to the settlement terms, and only three Class Members  
 21 chose to opt out. *Id.* ¶ 14, Ex. 4. Class Members' response to the settlement favors approval.  
 22 *See In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 320-21 (N.D. Cal. 2018) (finding that  
 23 low rates of objections and opt-outs are "indicia of the approval of the class" (citation  
 24 omitted)).

25       4.     The Rule 23(e)(2) considerations favor approval.

26       The considerations outlined in Rule 23(e)(2) also support final approval of the  
 27 settlement. The first consideration is the adequacy of Plaintiffs' and their counsel's

1 representation of the Settlement Class. In granting class certification, the Court concluded that  
 2 Plaintiffs were adequate class representatives. Dkt. No. 105 at 29. In granting preliminary  
 3 approval of the settlement, the Court found that Ms. Quintero is an adequate representative of  
 4 the CDR FDCPA Subclass. Dkt. No. 120 at 3. Class Counsel have devoted a great deal of time and  
 5 resources to representing Class Members and negotiating a favorable settlement of their  
 6 claims. This consideration therefore supports approval.

7         The second consideration also supports approval because the settlement was  
 8 negotiated at arms' length. The Court is aware of the hard-fought nature of this litigation, which  
 9 involved disputed discovery issues and motions, and the parties approached settlement  
 10 discussions in the same way. None of the "red flags" of potential collusion the Ninth Circuit has  
 11 identified exist in this case. *See In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 947  
 12 (9th Cir. 2011) (noting that plaintiffs' counsel may have allowed pursuit of their own self-  
 13 interest to infect settlement negotiations when they receive a disproportionate portion of the  
 14 settlement, the parties agree to a "clear sailing" arrangement providing for the payment of  
 15 attorneys' fees separate and apart from class funds, or the parties agree that any fees not  
 16 awarded will revert to defendants rather than be added to the class fund).

17         The third consideration also supports settlement. As discussed above, the \$1.6 million  
 18 Settlement Fund combined with the significant non-monetary relief that Defendants have  
 19 agreed to provide is more than adequate to warrant approval, particularly in light of the costs,  
 20 risks and delay of trial and appeal. Settlement Class Members do not have to file claims to  
 21 receive payments from the Settlement Fund. P&N will distribute the Settlement Fund as  
 22 provided by the Settlement Agreement. Settlement Agreement § IV.

23         Plaintiffs address the reasonableness of the requested attorneys' fees in the motion  
 24 they filed on April 7, 2021, which was 30 days before the May 7 deadline for Settlement Class  
 25 Members to opt out or object in compliance with *In re Mercury Interactive Corp.*, 618 F.3d 988,  
 26 994 (9th Cir. 2010). Dkt. No. 121. The Court has ultimate discretion over the amount of the  
 27 attorneys' fee award after reviewing Class Counsel's motion. Any requested fees or Service

1 Awards not approved by the Court will be distributed to Settlement Class Members. Settlement  
 2 Agreement § III.1.

3 Finally, the fourth consideration also supports approval. The distribution plan ensures  
 4 that Settlement Class Members will be treated equitably relative to each other. *See Radcliffe v.*  
 5 *Hernandez*, 794 F. App'x 605, 607 (9th Cir. 2019) ("Rule 23's flexible standard allows for the  
 6 unequal distribution of settlement funds so long as the distribution formula takes account of  
 7 legitimate considerations and the settlement remains "fair, reasonable, and adequate."  
 8 (quoting Fed. R. Civ. P. 23(e)(2)), cert. denied *sub nom. Radcliffe v. Experian Info. Sols., Inc.*, 141  
 9 S. Ct. 87 (2020). Each Settlement Class Member's share will be based on his or her actual  
 10 damages. Settlement Agreement § III.3. HNN Class Members will receive payments calculated  
 11 pro rata based on the amounts of their security deposits retained by HNN. *Id.* § III.3.a. CDR  
 12 Class Members will receive payments calculated pro rata based on the amounts they paid to  
 13 CDR in interest or other collections costs or fees. *Id.* § III.3.b. And CDR FDCPA Subclass Members  
 14 will receive additional payments equaling their pro rata share of the amount of the Settlement  
 15 Fund allocated to FDCPA statutory damages. *Id.* § III.3.c. Under the FDCPA, statutory damages  
 16 for absent class members are limited to \$500,000 or 1% of CDR's net worth, whichever is less.  
 17 15 U.S.C. § 1692k(a)(2)(B). CDR's net worth is approximately \$3,000,000. Chandler Decl. ¶ 8.  
 18 Finally, Settlement Class Members will benefit from the injunctive relief that will curtail many of  
 19 the allegedly violative practices in this action.

20 **C. The Notice Plan complied with Rule 23 and due process.**

21 The Notice Plan approved by the Court and implemented by P&N satisfied the  
 22 requirements of Rule 23 and due process. Rule 23 provides that "[t]he court must direct notice  
 23 in a reasonable manner to all class members who would be bound by the proposal." Fed. R. Civ.  
 24 P. 23(e)(1). When the class is certified under Rule 23(b)(3), the notice must also be the "best  
 25 notice practicable under the circumstances, including individual notice to all members who can  
 26 be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). To comply with  
 27 constitutional due process standards, the notice must be "reasonably calculated, under all the

1 circumstances, to apprise interested parties of the pendency of the action and afford them an  
 2 opportunity to present their objections." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S.  
 3 306, 314 (1950).

4       The Court-approved Notice Plan satisfied these requirements. The Notices provided  
 5 Class Members with information about the litigation, the certified Class and Subclass, the claims  
 6 and defenses, how to object, opt out, and appear at the Fairness Hearing, and the binding  
 7 effect of a class judgment. Fed. R. Civ. P. 23(c)(2)(B); *see also In re Hyundai and Kia Fuel Econ.*  
 8 *Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) ("settlement notices must 'present information about a  
 9 proposed settlement neutrally, simply, and understandably'" (citation omitted)). The Notices  
 10 gave Class Members "enough information so that those with adverse viewpoints could  
 11 investigate and come forward and be heard." *In re Hyundai*, 926 F.3d at 568 (citation omitted).

12       P&N sent the Postcard Notice to 3,191 Class Members directly through first class mail  
 13 using the most recent address information available based on Defendants' records and the  
 14 USPS National Change of Address database. Aldridge Decl. ¶¶ 8, 12. Of those, 960 were  
 15 returned as undeliverable and P&N re-mailed the Postcard Notice to 550 Class Members after  
 16 performing an advanced address search. *Id.* ¶ 12. In total, 2,605 Class Members, or 75.4% of  
 17 the Class, received direct notice. *Id.*; *see also Edwards v. Andrew*, -- F. App'x --, 2021 WL  
 18 1626519, at \*1 (9th Cir. Apr. 27, 2021) (affirming finding "that the plaintiffs' class notice  
 19 satisfied Federal Rule of Civil Procedure 23 and due process because, among other things, the  
 20 plaintiffs' expert opined that at least 75 percent of the class received notice"). P&N also  
 21 established a Settlement Website at [www.SecurityDepositSettlement.com](http://www.SecurityDepositSettlement.com) with detailed  
 22 information about the settlement, including the Website Notice, the Settlement Agreement,  
 23 the complaint, the opt-out form, and motions and orders relating to the settlement. Aldridge  
 24 Decl. ¶ 10. P&N posted Plaintiffs' motion for attorneys' fees, costs, and service awards on the  
 25 Settlement Website on April 8, 2021. *Id.* The Settlement Website had 236 unique views as of  
 26 May 25, 2021. *Id.* The Postcard Notice, Website Notice, and Settlement Website also provided  
 27 contact information for Class Counsel and the Class Administrator.

1 Because the Notice Plan approved by the Court was faithfully executed by P&N and  
2 complies with Rule 23 and due process, the settlement should be approved.

3 **IV. CONCLUSION**

4 Plaintiffs request that the Court finally certify the CDR FDCPA Subclass and approve the  
5 settlement as fair, reasonable and adequate.

6  
7 RESPECTFULLY SUBMITTED AND DATED this 26th day of May, 2021.

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